

The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

SYMETRA LIFE INSURANCE COMPANY, a  
Washington corporation,

Plaintiff,

v.

JASMINE DIANNE DURR TRUST, a  
Washington trust, by and through its  
representative, Guardian Services of Seattle;  
SOF RECEIVABLES III, LLC, a Delaware  
limited liability corporation; J.G.  
WENTWORTH ORIGINATIONS, LLC, a  
Nevada limited liability corporation,

Defendants.

No. 2:19-cv-00603 RAJ

**STIPULATED MOTION  
REGARDING DISTRIBUTION  
OF INTERPLEADER FUNDS  
AND DISMISSAL AND ORDER**

Plaintiff Symetra Life Insurance Company (“Symetra”), and defendants Jasmine Dianne Durr Trust (“Durr Trust”), SOF Receivables III, LLC (“SOF”), and J.G. Wentworth Originations, LLC (“JGW”) (collectively the “Parties”), by and through their counsel, hereby jointly stipulate to and request entry of the proposed order regarding distribution of the interpleader funds and dismissal of this action. In support of this stipulated motion, the Parties state as follows:

1. Symetra initiated this action to resolve a dispute regarding a \$133,600 lump sum which amount, together with applicable interest has been deposited into the court’s registry, (the “Interpleader Funds”) and which was payable under an annuity contract (the “Annuity”). As set forth in Symetra’s second amended complaint, the Durr Trust, JGW, and SOF each asserted certain rights to portions of the Interpleader Funds. *See* Dkt. 5.

1           2.       SOF and JGW asserted rights with respect to the Interpleader Funds based on  
2 transfers of payment rights, in which each SOF and JGW paid sums of money to Ms. Jasmine  
3 Durr, the beneficiary of the Durr Trust (and original payee for the \$133,600 lump sum on the  
4 Annuity) in exchange for rights to the final payment on the Annuity.

5           3.       The Durr Trust asserted competing rights with respect to the Interpleader Funds  
6 arising from a sealed case in King County Superior Court, Case No. 98-4-00708-SEA. The  
7 Durr Trust asserted a counter-claim against Symetra and cross-claims against SOF and JGW.  
8 *See* Dkt. 9.

9           4.       The Parties reached a global agreement to settle this case and the attendant  
10 dispute over the rights to the Interpleader Funds. As part of that global settlement, the Parties'  
11 agreed that SOF and JGW will receive from the Interpleader Funds only the amounts that SOF  
12 and JGW each previously paid to Ms. Durr, with the remaining amount of the Interpleader  
13 Funds going to the Durr Trust. The Parties agreed to the following distribution of the  
14 Interpleader Funds and court registry accrued interest:

- 15                   a.   \$52,000.00 to SOF Receivables III, LLC, along with 39% of the court  
16                       registry accrued interest, to repay the amount previously advanced to Ms.  
17                       Durr;  
18                   b.   \$30,000.00 to J.G. Wentworth, along with 22% of the court registry  
19                       accrued interest, to repay the amount previously advanced to Ms. Durr;  
20                   c.   \$51,600.00 to the Jasmine Durr Trust, along with 39% of the court  
21                       registry accrued interest.

22           5.       J.G. Wentworth and SOF Receivables agree to pay the attorney fees and costs  
23 incurred by Symetra in this matter in the amount of \$5,954.12, with payment to Symetra within  
24 5 days of the Court's approval of this stipulation.

25           6.       Contingent on the stipulated distribution of the Interpleader Funds, the Durr  
26 Trust stipulates to dismissal of its counterclaim and cross-claims, and the Parties stipulate to  
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1 dismissal of this case with prejudice, with the Durr Trust, JGW and SOF to bear their own  
2 respective costs and fees, including attorneys' fees; and JGW and SOF each to pay \$2,977.06 to  
3 Symetra in satisfaction of \$5,954.12 in attorneys' fees incurred by Symetra in connection with  
4 the instigation and maintenance of this action.

5 **WHEREFORE**, the Parties respectfully request that the Court grant their stipulated  
6 motion and enter the attached proposed order regarding distribution of the Interpleader Funds  
7 and dismissal of this case with prejudice.

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9 DATED this 26<sup>th</sup> day of November, 2019.

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10 **ORDER**

11 This matter coming before the Court on the Parties' Stipulated Motion Regarding  
12 Distribution of Interpleader Funds and Dismissal, the Parties' having represented that they have  
13 reached a global settlement of this case that includes the following stipulated distribution of the  
14 interpleader, the Court hereby orders:

- 15 1. Pursuant to the parties' stipulation, the Interpleader Funds that were deposited  
16 with the Court by Symetra Life Insurance Company (in the amount of  
17 \$133,600).
- 18 2. The clerk is authorized and directed to draw checks on the funds deposited in  
19 the registry of this court in the principal amount of \$133,600.00 plus all accrued  
20 interest, minus any statutory users fees, payable as follows:
  - 21 a. \$52,000 in principal plus 39% of all accrued interest, minus any statutory  
22 users fees, payable to SOF Receivables III, LLC and mail or deliver the  
23 check to Susan Rae Fox of Ryan Swanson & Cleveland, PLLC;
  - 24 b. \$30,000 in principal plus 22% of all accrued interest, minus any  
25 statutory users fees, payable to J.G. Wentworth and mail or deliver the  
26 check to David A. Maas of Davis Wright Tremaine LLP; and

1 c. \$51,600 in principal plus 39% of all accrued interest, minus any  
2 statutory users fees, payable to the Jasmine Dianne Durr Trust and mail  
3 or deliver the check to Jill E. Bliss of Hart Schoener Bliss, PS.

4 3. The Durr Trust, JGW and SOF shall bear their own respective costs and fees,  
5 including attorneys' fees.

6 4. JGW and SOF shall each pay \$2,977.06 to Symetra in satisfaction of \$5,954.12  
7 in attorneys' fees incurred by Symetra in connection with the instigation and  
8 maintenance of this action.

9 5. Symetra's interpleader claim, and the Durr Trust's counterclaim and cross-  
10 claims are dismissed with prejudice.

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12 DATED this 11th day of December, 2019.

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15 The Honorable Richard A. Jones  
16 United States District Judge  
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